

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

DANIELLE LEMA,

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC,

Defendant.

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C.A. No. 19-cv-00036-JJM-LDA

ANSWER TO FIRST AMENDED COMPLAINT

Defendant, Nationstar Mortgage LLC (“Nationstar” or “Defendant”), responding to the First Amended Complaint (“Complaint”) of plaintiff Danielle Lema (“Plaintiff”), hereby answers and asserts its affirmative defenses as set forth below. The numbering of the below paragraphs corresponds to the numbering in the Complaint, even though it is not sequential.

1. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 1 and leaves the Plaintiff to her proof.

2. Nationstar denies the allegations of paragraph 2.

3. The allegations of Paragraph 3 are not directed at Nationstar, and thus no response is required.

4. The allegations of Paragraph 4 are not directed at Nationstar, and thus no response is required.

5. Nationstar denies that it is “engaged in the business of collecting debts in this state” but admits that it is a limited liability company organized under the laws of the State of Delaware with a principal place of business at 8950 Cypress Waters Boulevard, Dallas, Texas, 75019.

6. Nationstar denies the allegations of paragraph 6.

7. Nationstar denies the allegations of paragraph 7.
8. Nationstar denies the allegations of paragraph 8.
9. Nationstar admits the allegations of paragraph 9.
10. Nationstar denies the allegations of paragraph 10.
11. Nationstar admits that it is a loan servicer but denies the remainder of the allegations of paragraph 11.
12. Nationstar admits the allegations of paragraph 12.
13. Nationstar admits that it reviews applications for loan modifications from qualified borrowers in certain circumstances, but denies the remainder of the allegations of paragraph 13.
14. Nationstar admits that it has requested property inspections for some properties.
15. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 15.
16. Nationstar admits the allegations of paragraph 16.
17. Nationstar admits the allegations of paragraph 17.
18. Nationstar admits the allegations of paragraph 18.
19. Nationstar admits the allegations of paragraph 19.
20. Nationstar admits the allegations of paragraph 20.
21. Nationstar admits the allegations of paragraph 21.
22. Nationstar admits the allegations of paragraph 22.
23. Nationstar admits the allegations of paragraph 23.
24. Nationstar denies the allegations of paragraph 24.
25. Nationstar denies the allegations of paragraph 25.

26. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 26 and therefore leaves the Plaintiff to her proof.

27. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 27 and therefore leaves the Plaintiff to her proof.

28. Nationstar admits the allegations of paragraph 28.

29. Nationstar admits the allegations of paragraph 29.

30. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 30 and therefore leaves the Plaintiff to her proof.

31. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 31 and therefore leaves the Plaintiff to her proof.

32. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 32 and therefore leaves the Plaintiff to her proof.

33. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 33 and therefore leaves the Plaintiff to her proof.

34. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 34 and therefore leaves the Plaintiff to her proof.

35. Paragraph 35 references a document, which speaks for itself. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the document.

36. Nationstar denies the allegations of paragraph 36.

36. Nationstar denies the allegations of the second paragraph numbered 36.

37. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 37 and therefore leaves the Plaintiff to her proof.

38. Nationstar denies the allegations of paragraph 38.

39. Nationstar denies the allegations of paragraph 39.

40. Nationstar denies the allegations of paragraph 40.

41. Nationstar denies the allegations of paragraph 41.

42. Nationstar denies the allegations of paragraph 42.

43. Paragraph 43 references documents, which speak for themselves. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the documents.

44. Paragraph 44 references documents, which speak for themselves. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the documents.

45. Paragraph 45 references documents, which speak for themselves. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the documents.

46. Nationstar denies the allegations of paragraph 46.

47. Paragraph 47 references documents, which speak for themselves. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the documents.

48. Paragraph 48 references a document, which speaks for itself. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the document.

49. Nationstar denies the allegations of paragraph 49.

50. Nationstar denies the allegations of paragraph 50.

51. Nationstar denies the allegations of paragraph 51.

52. Nationstar denies the allegations of paragraph 52.

53. Nationstar denies the allegations of paragraph 53.

54. Paragraph 54 references a document, which speaks for itself. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the document.

55. Nationstar denies the allegations of paragraph 55.

56. Nationstar denies the allegations of paragraph 56.

57. Paragraph 57 references a document, which speaks for itself. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the document.

59. Nationstar denies the allegations of paragraph 59.

60. Paragraph 60 references a document, which speaks for itself. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the document.

61. Paragraph 61 references documents, which speaks for themselves. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the documents.

62. Nationstar denies the allegations of paragraph 62.

63. Nationstar denies the allegations of paragraph 63.

64. Paragraph 64 states legal conclusions to which no response is required; to the extent a response is required, Nationstar denies the allegations of paragraph 64.

65. Nationstar lacks sufficient information to admit or deny the allegations of paragraph 65.

66. Nationstar denies the allegations of paragraph 66.

67. Nationstar denies the allegations of paragraph 67.

68. Nationstar denies the allegations of paragraph 68.

69. Nationstar denies the allegations of paragraph 69.

70. Nationstar denies the allegations of paragraph 70.

71. Nationstar denies the allegations of paragraph 71.

72. Paragraph 72 references documents, which speak for themselves. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the documents.

73. Nationstar denies the allegations of paragraph 73.

74. Paragraph 74 states legal conclusions to which no response is required; to the extent a response is required, Nationstar denies the allegations of paragraph 74.

75. Paragraph 75 states legal conclusions to which no response is required; to the extent a response is required, Nationstar denies the allegations of paragraph 75.

76. Paragraph 76 states legal conclusions to which no response is required; to the extent a response is required, Nationstar denies the allegations of paragraph 76.

77. Paragraph 77 references a statute, which speaks for itself. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the statute.

78. Nationstar denies the allegations of paragraph 78.

79. Paragraph 79 references a statute, which speaks for itself. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the statute.

78. [sic] Nationstar denies the allegations of the second paragraph numbered 78.

79. Nationstar admits that it retained Brock & Scott, PLLC to act as its attorney for the purpose of enforcing the security instrument, but denies the remaining allegations of the second paragraph 79.

80. Paragraph 80 references a document, which speaks for itself. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the document.

81. Nationstar denies the allegations of paragraph 81.

82. Nationstar denies the allegations of paragraph 82.

83. Nationstar denies the allegations of paragraph 83.

84. Nationstar denies the allegations of paragraph 84.

85. Nationstar denies the allegations of paragraph 85.

86. Nationstar denies the allegations of paragraph 86.

87. Nationstar denies the allegations of paragraph 87.

88. Paragraph 88 references a statute, which speaks for itself. Defendant denies the allegations to the extent they are “alleged” or vary from the terms of the statute.

89. Nationstar denies the allegations of paragraph 89.

90. Nationstar denies the allegations of paragraph 90.

91. Nationstar denies the allegations of paragraph 91.

92. Nationstar denies the allegations of paragraph 92.

93. Nationstar denies the allegations of paragraph 93.

94. Nationstar denies the allegations of paragraph 94.

95. Nationstar denies the allegations of paragraph 95.

96. Nationstar denies the allegations of paragraph 96.

97. Nationstar denies the allegations of paragraph 97.

98. Nationstar denies the allegations of paragraph 98.

98. [sic] Nationstar denies the allegations of the second paragraph numbered 98.

99. Nationstar denies the allegations of paragraph 99.

100. Nationstar denies the allegations of paragraph 100.

101. Nationstar denies the allegations of paragraph 101.

102. Nationstar denies the allegations of paragraph 102.

103. Nationstar denies the allegations of paragraph 103.

104. Nationstar denies the allegations of paragraph 104.

105. Nationstar denies the allegations of paragraph 105.

AFFIRMATIVE DEFENSES

Nationstar sets forth the following affirmative defenses and reserves the right to raise additional affirmative defenses that may become apparent during the course of discovery:

First Affirmative Defense

Each count of the Complaint against Nationstar fails to state a claim upon which relief may be granted.

Second Affirmative Defense

The asserted claims are barred, in whole or in part, by the doctrines of waiver, estoppel, consent, and ratification.

Third Affirmative Defense

Plaintiff's claims are barred, in whole or in part, to the extent that Plaintiff failed to mitigate, minimize, or avoid any damages sustained in connection with the underlying claims.

Fourth Affirmative Defense

Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations.

Fifth Affirmative Defense

Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

Sixth Affirmative Defense

Subsequent events have rendered the Plaintiff's claims moot or not ripe for adjudication.

Seventh Affirmative Defense

Plaintiff's claims are barred, in whole or in part, by the parol evidence rule to the extent that Plaintiff seeks to "alter, modify or contradict" the terms of the parties' written agreements.

Eighth Affirmative Defense

Nationstar complied with all contractual terms applicable to it as regards Plaintiff.

Ninth Affirmative Defense

Plaintiff is in material breach of the relevant agreements.

Tenth Affirmative Defense

Plaintiff has unclean hands in that the alleged circumstances arise from her own misconduct.

Eleventh Affirmative Defense

Plaintiff breached or caused to be breached the underlying mortgage.

Twelfth Affirmative Defense

Plaintiffs' Complaint fails to state a claim for which attorneys' fees may be awarded.

Thirteenth Affirmative Defense

Plaintiffs' Complaint fails to state a claim for which punitive, exemplary, double or treble damages may be awarded.

Fourteenth Affirmative Defense

Plaintiff's damages, if any, are the result of the Plaintiff's own actions, failures and/or breaches.

Fifteenth Affirmative Defense

Plaintiff's damages, if any, are the result of the actions or omissions of persons or entities other than Nationstar and are in no way attributable to any wrongdoing on the part of Nationstar.

Sixteenth Affirmative Defense

Plaintiff has failed to adequately allege damages.

Seventeenth Affirmative Defense

Plaintiff's purported damages are merely speculative, and Plaintiff has not suffered any damages.

Eighteenth Affirmative Defense

Nationstar is immune from liability to Plaintiff because it was acting at all times as an agent on behalf of its principal.

Nineteenth Affirmative Defense

Nationstar reserve the right to assert such further Affirmative Defenses, the existence of which may become known during discovery, trial or otherwise.

WHEREFORE, the Complaint should be dismissed in its entirety with prejudice, Defendant should be awarded its attorneys' fees and costs in defending this action as allowed by law, and the Court should grant Defendant such other relief as it deems just and proper.

NATIONSTAR MORTGAGE LLC

By its Attorneys,

/s/ Krystle G. Tadesse

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Date: August 12, 2020

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 12th day of August, 2020, this document, filed through the ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and paper copies will be mailed to those indicated as non-registered participants.

/s/ Krystle G. Tadesse

Krystle G. Tadesse